

STATE OF MONTANA TERM CONTRACT

DEPARTMENT OF ADMINISTRATION
PURCHASING BUREAU
165 MITCHELL BUILDING
HELENA MT 59620-0135
PHONE: (406) 444-2575 FAX: (406) 444-2529
www.mt.gov/doa/ppd/index.htm

T.C. #411-N

INCONTINENT PRODUCTS

| | | | | |
|-----------------|---|-------------------|---------------|---|
| CONTRACT PERIOD | FROM | October 1, 1997 | CONTRACT YEAR | NEW () |
| | TO | December 31, 1998 | | RENEW (XX) Third Year |
| VENDOR ADDRESS | Sysco Continental Keil Foodservices P O Box 31198 Billings MT 59107-1198 | | ORDER ADDRESS | Sysco Continental Keil Foodservices P O Box 31198 Billings MT 59107-1198 |
| ATTN: | Greg Olson | | ATTN: | Greg Olson |
| PHONE: | (406) 247-1121 | | PHONE: | (406) 247-1121 |
| FAX: | (406) 247-1365 | | FAX: | (406) 247-1365 |

PRICES ➤ Attached
DELIVERY ➤ Attached
F.O.B. ➤ Destination for minimum 10 cases
TERMS ➤ Net 30 days

REMARKS:

NYLA J. JOHNSON, Contracts Manager

AUTHORIZED SIGNATURE/DATE

STATE OF MONTANA - TERM CONTRACT
Standard Terms and Conditions

The following standard terms apply unless specifically stated otherwise within the term contract.

REFERENCE TO CONTRACT

The contract (Purchase Order) number MUST appear on all invoices, packing lists, packages and correspondence pertaining to the contract. Furnish all invoices in triplicate.

SHIPPING

Goods shall be shipped prepaid, F.O.B. Destination. In the event the terms specify F.O.B. Shipping Point, shipping charges will be prepaid and itemized as a separate line item on invoicing. Such shipments shall be via the least expensive way. The State reserves the right to refuse any C.O.D. delivery.

PAYMENT TERM

All payment terms will be computed from the date of delivery of goods OR receipt of a properly executed invoice, whichever is later. The State is allowed 30 days to pay such invoices.

TAX EXEMPTION

The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

HAZARDOUS CHEMICAL INFORMATION

The contractor shall provide one set of the appropriate material safety data sheets and container label upon delivery of a hazardous chemical to the user agency. All safety data sheets and labels will be in accordance with the OSHA "Hazard Communication Rule", 29 CFR 1910 and 50-78-101 through 50-78-402 MCA.

VENUE

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees.

NON-DISCRIMINATION

The contractor must comply with the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973.

All hiring for goods and services purchased by this contract must be on the basis of merit and qualifications; there may not be discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing this contract.

The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats or services for effective communications or other disability-related accommodations in the programs and services offered, are invited to make their needs and preferences known to this office. Please provide as much advance notice as possible for requests.

HOLD HARMLESS/INDEMNIFICATION

The contractor agrees to indemnify the state, its officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands and causes of action of any kind or character, including the cost of defense, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed, goods or rights to intellectual property provided or omissions of services or in any way resulting from the acts or omission of the contractor and/or its agents, employees, subcontractors or its representatives under this agreement, all to the extent of the contractors negligence.

ACCESS AND RETENTION OF RECORDS

The contractor agrees to provide the Department, Legislative Auditor or their authorized agents, access to any records necessary to determine if the contract has been complied with. The contractor agrees to create and retain records supporting the services rendered (or goods delivered) for a period of three years after either the completion date of this contract or the conclusion of any claim, litigation or exception relating to this contract taken by the State of Montana or third party.

CONFORMANCE WITH INVITATION FOR BID/PROPOSAL

No alteration in any of the terms, conditions, delivery, price, quality, quantities or specifications of the order as established by quotation from the contractor, shall be granted without prior written consent of the Purchasing Bureau. Goods delivered which do not conform to the contract terms, conditions and specifications may be rejected and returned at the contractor's expense.

State agencies will place orders directly with the contractor during regular working hours. Orders may be placed by phone and will be confirmed with a written memo or purchase order. The agency will reference the term contract number on all purchase orders or correspondence pertaining to the contract.

Revised 02/98

INCONTINENT PRODUCTS

1.0 INTRODUCTION

- 1.1 Provide incontinent disposable briefs, undergarments, pads and washcloths for various institutions within the State of Montana.

COOP TC

The bidder agrees to sell the goods and services on this contract to political subdivisions registered with the Purchasing Bureau.

- 1.2 Prices must remain firm from October 1, 1997 through December 31, 1998.

1.3 CONTRACT RENEWAL

Contractor and the State of Montana, Purchasing Bureau, agree that this contract may, upon mutual agreement and according to the terms of the existing contract, be extended in one (1) year intervals for a period not to exceed four (4) additional years. This extension is dependent upon legislative appropriations and in no case may this contract run longer than a five (5) year period.

NOTE: Price adjustments may be negotiated prior to the beginning of the extension periods only, and only if agreed to by both the contractor and the State of Montana. Any price adjustments shall be based upon the appropriate Consumer Price Index. If the price adjustment is allowed, those prices shall remain in effect for the entire contract extension period. **BIDDERS MUST SUBMIT THE CURRENT PUBLISHED PRICE LIST WITH THE BID TO VERIFY CURRENT PRICING STRUCTURES.**

1.4 DESCRIPTIVE LITERATURE

Complete manufacturer's descriptive literature sufficient to establish quality must be submitted with each bid. Failure to comply with the requirements may invalidate the proposers response.

- 1.5 Federal funds may be used for purchasing these products. Therefore, Montana preferences will **not** be considered.

INCONTINENT PRODUCTS

2.0 CONTRACT REQUIREMENTS

2.1 The following agencies will be utilizing this contract:

EASTMONT HUMAN SERVICES
700 East Little Street
Glendive, MT 59330

MONTANA DEVELOPMENTAL CENTER
P.O. Box 87
Boulder, MT 59632-0087

MONTANA CENTER FOR THE AGED
800 Casino Creek Drive
Lewistown, MT 59457

MONTANA STATE HOSPITAL
Warm Springs, MT 59756

MONTANA VETERAN'S HOME
P.O. Box 250
Columbia Falls, MT 59912

The vendor awarded this contract is required to establish accounts for all authorized ordering agencies. Failure to do so will be sufficient grounds for cancellation.

2.2 The State of Montana reserves the right to increase the number of agencies covered under this contract with mutual consent of the vendor.

2.3 Insert in the space below the address and telephone number where orders are to be placed by State agencies: (If more than one location is available, list additional addresses on a separate sheet.)

Sysco Food Services of Montana
P.O. Box 31198
Billings MT 59107-1198

Greg Olson
Contact Person

406-247-1121
Phone Number

2.4 Minimum order, freight prepaid, FOB destination, for shipment to various locations throughout the State of Montana will be: 10 Cases

2.5 Authorized State agencies will place orders, using contract identification number, by telephone or agency purchase order during normal working hours on weekdays.

2.6 The State of Montana reserves the right to terminate any contract resulting from this Invitation for Bid if products provided by a vendor are considered unacceptable by using agencies and the State Purchasing Bureau. Vendors will be issued thirty (30) days' written notice of such termination.

2.7 Annual usage data provided on the Invitation for Bid reflect historical and estimated usage of products by the State agencies. This data is

INCONTINENT PRODUCTS

provided for bidding purposes only and should not be considered a fixed purchasing obligation on behalf of the State of Montana. Necessity will determine actual order requirements.

- 2.8 Contractors will be required to furnish to the State of Montana Purchasing Bureau, semi-annual reports of contract purchases by State agencies. The report will be due no later than six (6) months prior to the expiration date and at the end of the contract. It shall include name and total quantity of each size purchased. The total dollar amount expended must also be included. Contractor will also be required to provide to trained, registered nurses who provide product inservicing and hands-on training on a routine and emergency basis to all three shifts of participating State agencies, as well as technical representation on a routine basis to assist in product cost control.

3.0 SPECIFICATIONS

ITEM Specification/Description - Briefs

- A. Size/Weight: The brief will be sized to fit the designed waist/hip dimensions and will possess sufficient absorbent material to carry out its protection functions while providing comfortable fit in the following four sizes:

| | SM | MED | LG |
|------------------------------------|----------|----------|-----------|
| Waist/Hip Size (in.) | 20 to 31 | 32 to 44 | 45 and up |
| Overall Width x Length (in. + 1.0) | 18 x 28 | 25 x 33 | 30 x 40 |
| Product Minimum Weight (gm.) | 75 | 110 | 145 |

*Weight sizing consistent with baby diapers

- B. The brief will be hour-glass shaped (leg cutouts in topsheet and backsheet)
- C. The absorbent core will consist of cellulose fiber and absorbent polymer, and will be contoured (shaped in the crotch area).
- D. The backsheet will be moisture impervious and color-contrasted by size (i.e. the color of the backsheet on Small will contrast with

INCONTINENT PRODUCTS

Medium, and the color of the backsheet on Medium will contrast with Large).

- E. The topsheet will resist moisture return to the skin, and will be constructed of polyethylene, polypropylene or polyester - either in apertured film form or in fiber/nonwoven fabric form.
- F. To quantify a brief's ability to resist moisture return to the surface, a Seepage Test will be run (method attached).
- G. The brief will have elastic leg gathers, each will consist of at least three strands of elastic.
- H. The brief will have a minimum of four refastenable adhesive tapes whose colors contrast with the backsheet color - for easy identification.
- I. Adhesives and glues used in constructing the brief will be water-insoluble, and will form continuous seals at the ends of the absorbent core to minimize leakage.
- J. All materials must be safe for clients' skin, and must be harmless if ingested.
- K. The brief must meet the flammability requirements of both federal law and industry standards.
 - Federal Law (Flammable Fabrics Act)
Regulation 16CFR Part 1611 (CS-192-53)
 - National Fire Protection Association Standard #702-1980, for the Classification of the
Flammability of Wearing Apparel.
- L. An in-state company representative shall be available to provide inservice training and follow-up service at no additional cost.

4.0 BID EVALUATION - PERTAINED TO BID

- 1. DISPOSABLE INCONTINENT BRIEFS: Youth.

BRAND/MODEL: 06544

QUANTITY PER CASE: 96 CT

CASE \$30.70

INCONTINENT PRODUCTS

2. DISPOSABLE INCONTINENT BRIEFS: Small.
BRAND/MODEL: 06543
QUANTITY PER CASE: 3/26 CT CASE \$24.94
3. DISPOSABLE INCONTINENT BRIEFS: Medium.
BRAND/MODEL: 06542
QUANTITY PER CASE: 4/24 CT CASE \$32.28
4. DISPOSABLE INCONTINENT BRIEFS: Large.
BRAND/MODEL: 06541
QUANTITY PER CASE: 4/24 CT CASE \$42.81
5. DISPOSABLE INCONTINENT PADS:
BRAND/MODEL: 69051
QUANTITY PER CASE: 144 CT CASE \$40.75
6. DISPOSABLE INCONTINENT WASHCLOTH:
BRAND/MODEL: 06651
QUANTITY PER CASE: 5/68 CT CASE \$20.50
7. NEW IMPROVED WASHCLOTHS AVAILABLE 11/97
BRAND/MODEL: 30569
QUANTITY PER CASE: 12/68 = 816 CASE \$48.68
8. UNDERGARMENTS: one size fits waist
sizes up to 52". Institutional.
BRAND/MODEL: 06620
QUANTITY PER CASE: 120 CT CASE \$46.19
9. UNDERPAD: protective (blue) pad.
BRAND/MODEL: 06640
QUANTITY PER CASE: 96 CT
SIZE: 24 X 36 REGULAR ABSORB CASE \$29.23

TC 411-N
08/18/95

INCONTINENT PRODUCTS

10. UNDERPAD: protective (blue) pad.

BRAND/MODEL: 06622

QUANTITY PER CASE: 72 CT

SIZE: 24 X 36 EXTRA ABSORB CASE \$25.85